

# HMIS AGENCY PARTICIPATION AGREEMENT

**By and between  
Stopping Woman Abuse Now  
And**

**HMIS Participating Agency:** \_\_\_\_\_

This agreement is entered into on \_\_\_\_\_ (dd/mm/yyyy) between Stopping Woman Abuse Now, hereafter known as SWAN and \_\_\_\_\_ (agency name), hereafter known as the "Participating Agency", regarding access and use of the Homeless Management Information System, hereafter known as the HMIS.

## I. Introduction

The HMIS is a homeless database system that allows authorized personnel at HMIS participating agencies throughout the \_\_\_\_\_ (name of Continuum) to collect and report on client information. Goals of the HMIS include: ability to expedite intake procedures, case management and administrative tools, and the reporting capability to follow demographic trends and service utilization patterns of families and individuals experiencing homelessness or those families and individuals on the verge of homelessness.

The project is administered by SWAN. SWAN contracts the central server that hosts the HMIS database and limits access to HMIS participating agencies in this project. Each Participating Agency will provide funds to SWAN to cover the matching requirements for the HUD funded HMIS project. SWAN will conduct at a minimum an annual site visit to determine PA compliance with the requirements of the HMIS project.

## II. Confidentiality

A. the Participating Agency will uphold relevant Federal and State confidentiality regulations and laws that protect client records, and will only release confidential client records with written consent by the client, or the client's guardian, unless otherwise provided for in the regulation or laws. A client is anyone who receives services from the Agency and a guardian is one legally in charge of the affairs of a minor or of a person deemed incompetent.

The Participating Agency will provide a verbal explanation of the HMIS and arrange for a qualified interpreter or translator in the event that an individual is not literate in English or has difficulty understanding the Notice of Uses and Disclosures or the HMIS client consent form(s).

1. the Participating Agency will ensure that all persons who are issued a Username and Password to the HMIS abide by :
  - This Agency Participation Agreement, including the confidentiality rules and regulations
  - The HMIS User Policy Agreement stating their understanding of and agreement to comply with HMIS confidentiality practices.
  - It is understood that those granted Agency Administrator access within each HMIS Participating Agency must understand and comply with policies and procedures
  - It is understood that those assigned HMIS User accounts and password must complete HMIS user training as scheduled including confidentiality training, provided by SWAN or MISI/Service Point.
2. the Participating Agency understands that the file server is MISI or Service Point

B. The Participating Agency agrees to maintain appropriate documentation of client consent or guardian provided consent to participate in the HMIS.

1. The Participating Agency understands that SWAN does not require or imply that services be contingent upon a client's participation in the HMIS.
2. The Participating Agency understands that informed client consent is required before any basic identifying information is entered into the HMIS. Informed client consent will be documented by completion of the standard HMIS Client Consent form or current Client Consent forms with the following added paragraph describing HMIS.

With your permission, we collect and enter personal information into HMIS, for reasons that are discussed in our "Notice of Uses and Disclosures." Other information that we collect is important to run our programs, and to improve services for persons experiencing homelessness. We appreciate your cooperation with this process.

\_\_\_ YES- I authorize this agency to collect and enter information about me to HMIS

\_\_\_ No- I do not authorize this agency to collect and enter information about me into HMIS.

3. The Client Consent form mentioned above, once completed, authorizes basic identifying client data to be entered into the HMIS, as well as service transaction information.
4. If a client denies authorization to collect information and service data via the HMIS, identifying information shall not be used as a resource for that individual client and her/his dependents.
5. The Participating Agency understands SWAN may conduct periodic audits to enforce informed consent standards, but the primary oversight of this function is the Participating Agency, of the Agency Administrator.
6. The Participating Agency agrees to place a copy of the consent forms related to the HMIS in a file to be located at the Agency's business address and that such forms are made available to SWAN for periodic audits. The Participating Agency will retain records within the time frames established by funding bodies.

C. Participating Agency's and SWAN understand that the HMIS system and administrator is custodian of data and not owners of data.

1. In the event the HMIS project ceases to exist, HMIS Participating Agencies will be notified and provided reasonable time to access and save client data on those served by the agency as well as statistical and frequency data from the entire system
  2. In the event SWAN ceases to exist, the custodianship of the data will be transferred to another not for profit for administration and all HMIS Participating Agencies will be informed in a timely manner.
- D. The Participating Agency shall ensure that all staff, volunteers, and other persons who are issued a User ID and Password for the HMIS receive confidentiality training within their agency or provided by SWAN.
- E. Any staff, volunteer, or other person who has been granted a user ID and password and is found to have willfully committed a breach of system security and or client confidentiality shall have their access to the database revoked immediately. A revoked user may be subject to discipline by the Participating Agency pursuant to the Agency's personnel policies.
- F. In the event of a breach of system security or client confidentiality, the Participating Agency Director shall notify the SWAN system administrator within 24 hours. Any Participating Agency that is found to have had breaches of system security or client confidentiality shall enter a period of probation, during which time technical assistance will be provided.
- G. The Participating Agency understands that the fileserver, which shall contain all client information, shall be located off site in a physically secure and electronically monitored facility, and the client information is backed up and taken off site daily

### III. DATA ENTRY AND/OR REGULAR USE

- A. Usernames and Passwords are not permitted to be shared among users.
- B. Before agency personnel can edit, update or enter, or print client information, they must have Informed Client Consent Form signed and on file.
- C. In the event that a client rescinds consent to participate in the HMIS completely, the agency at which her/his desire is expressed, will work with the client to complete a Client Revocation of Consent to Release Information form.
- D. The Participating Agency will only enter individuals in the HMIS that exist as clients under the Agency's jurisdiction.
- E. The Participating Agency will not misrepresent its client base in the HMIS by entering known, inaccurate information(i.e. the Agency will not purposefully enter inaccurate information on a new record)
- F. The Participating Agency understands that assessment screens are only allowed to be edited by the agency that originally enters the data. The Agency will create a separate assessment, as needed, to indicate a change in a client's status, updates, and to edit incorrect information.
- G. Discriminatory comments based on race, color, religion, national origin, ancestry, handicap, age, sex, and sexual orientation are not permitted in the HMIS.
- H. The Participating Agency will utilize the HMIS for business purposes only.
- I. Offensive language and profanity are not permitted in the HMIS.
- J. The Participating Agency understands that SWAN/ROSIE will be available for Technical Assistance.
- K. The Participating Agency will keep updated virus protection, Windows, and firewall on any Agency computer that accesses the HMIS database. This will be verified by SWAN during an administrative visit.
- L. Transmission of material in violation of any United States Federal or State regulation is prohibited and includes, but is not limited to: copyrighted material, material legally judged to be threatening or obscene and material considered protected by trade secret.
- M. The Participating Agency consistently enters information into the HMIS database and shall strive for real-time or close to real-time data entry. Close to real time data entry is defined as within three working days of seeing the client.
- N. The Participating Agency shall take the following additional steps to ensure the security of the HMIS database and confidentiality of Client Data:
  - 1. Visitors and clients are appropriately escorted to ensure that they do not have access staff areas, record storage areas, or other areas potentially containing client information. Persons not recognized as staff, volunteer, visitors, and clients shall be challenged for identification
  - 2. Client records that are retained as hard copy are stored in locking file cabinets or in rooms that can be locked.
  - 3. Photocopies, printers and fax machines are located so as to minimize access by visitors and unauthorized persons.
- O. MISI or SWAN shall provide introductory training to Agency staff on the use of the Service Point software.

### IV. REPORTS

- A. The Participating Agency understands that it will retain access to all identifying and statistical data on the clients it serves.
- B. The Participating Agency understands that they will not have access to data on those it does not serve, that with rare exceptions, HMIS Administration may view client data for purposes of troubleshooting or system testing, or funding report requirements.

- C. Reports obtaining information beyond basic identifying data and non confidential services on individuals not served by the Agency are limited to statistical and frequency reports, which do to disclose identifying information.
- D. The Participating Agency understands that non identifying system wide aggregate information collected by the HMIS may be disseminated to the State of Illinois, HUD, and Continuum of Care Organization (name)\_\_\_\_\_. Aggregate data request from other research organizations will be approved by the Participating Agency, SWAN, and the Continuum of Care (name)\_\_\_\_\_.

V. HOLD HARMLESS

- A. SWAN makes no warranties, expressed or implied. The Participating Agency, at all times, will indemnify and hold SWAN harmless from any damages, liabilities, claims, attorney fees, court costs, and expenses that may be claimed against the Participating Agency. And for injuries or damages to the agency or another party arising from participation in HMIS; or arising from any acts, omissions, neglect or fault of the Agency or its agents, employees, licensees, or clients; or arising from the Agency’s failure to comply with laws, statutes, ordinances, or regulations applicable to it or the conduct of its business.
- B. This Participating Agency will hold SWAN harmless for negative repercussions resulting in the loss of data due to delays, no deliveries, misdeliveries, or service interruption caused by the Agency’s or another Participating Agency’s negligence or errors or omissions, as well as natural disasters, technological difficulties, and/or acts of God. SWAN shall not be liable to the Participating Agency for damages, losses, or injuries; to the Agency or another party other than if such is the result of gross negligence or willful misconduct of SWAN.

VI. TERMS AND CONDITIONS

- A. the parties hereto agree that this agreement is the complete and exclusive statement of the agreement between parties and supersedes all prior proposals and proposals and understandings, oral and written, relating to the subject matter of this agreement.
- B. Neither party shall transfer or assign any rights or obligations without the written consent of the other party.
- C. This agreement shall remain in force until revoked in writing by either party, with 30 days advance written notice. The exception to this term if allegations or actual incidences arise regarding possible or actual breeches of this agreement. Should such situations arise, SWAN may immediately suspend access to the HMIS until the allegations are resolved in order to protect the integrity of the system.
- D. This agreement may be modified or amended by written agreement executed by both parties with 30 days advance written notice.

Use of the HMIS constitutes acceptance of these Terms and Conditions.

Stopping Woman Abuse Now  
P.O. Box 176  
Olney, Ill. 62450

By: \_\_\_\_\_  
Linda Bookwalter  
Executive Director

Participating Agency \_\_\_\_\_  
Agency

By: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
Executive Director

